

SERFF Tracking Number: MNLF-127297439 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49268
 Company Tracking Number: MNLF-127297439
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: PC Contract and Application
 Project Name/Number: GAC1200(PC)(0711)/GAC1200(PC)(0711)

Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)

Product Name: PC Contract and Application SERFF Tr Num: MNLF-127297439 State: Arkansas
 TOI: A02.1G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 49268
 Variable and Variable Closed
 Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: MNLF-127297439 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Disposition Date: 07/13/2011
 Authors: Nadia Petri, Vanessa
 Ruszczyk, Ernest Chan, Ashley
 Lambert
 Date Submitted: 07/08/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: GAC1200(PC)(0711) Status of Filing in Domicile: Pending
 Project Number: GAC1200(PC)(0711) Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments: Filed in Michigan-
 pending approval
 Explanation for Combination/Other: Market Type: Group
 Submission Type: New Submission Group Market Size: Small
 Group Market Type: Employer Overall Rate Impact:
 Filing Status Changed: 07/13/2011
 State Status Changed: 07/13/2011 Deemer Date:
 Created By: Ashley Lambert Submitted By: Ashley Lambert
 Corresponding Filing Tracking Number:
 Filing Description:
 July 7, 2011 NAIC#: 65838
 AID #: 30868

State of Arkansas
 Department of Insurance

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Policy Form Filings

1200 West Third Street
Little Rock, AR 72201-1904

Dear Madam/Sir:

RE: John Hancock Life Insurance Company (U.S.A.)
Forms: GAC1200(PC)(0711) - Group Annuity Contract
PC1800(0711) – Group Annuity Contract Application

We are submitting the above-mentioned forms for your approval.

- Form GAC1200(PC)(0711) is similar to form GAC1000(ARA06)(0311) which was accepted for use on November 30, 2010.
- Form PC1800(0711) is similar to form GP1600(1108) which was accepted for use on December 18, 2008.

We would like to begin using these forms on the later of March 30, 2012 or the date approved on a national basis.

These forms have been reformatted and updated to clarify existing provisions, and in doing so have simplified the investment options. The application has been revised to address the Securities and Exchanges Commission's new "Pay to Play" rules. For your convenience, we have underlined the new wording. We have also provided a "Forms Use Summary" which shows the forms that will be used with the above noted contract and application. We certify that no other changes have been made.

THESE CONTRACTS ARE UNALLOCATED NON-PARTICIPATING GROUP ANNUITY CONTRACTS SOLD ONLY TO TRUSTEES OF PROFIT SHARING AND PENSION PLANS QUALIFIED UNDER SECTION 401(a) OF THE INTERNAL REVENUE CODE.

continued...

Please note, due to our internal contract issuance systems, formatting and/or pagination may be altered slightly on the issued Contracts.

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These forms are being submitted to all states except New York.

Your consideration of this submission is appreciated, and we look forward to receiving the Department's approval. We will be submitting, via EFT, any applicable filing fee.

Regards,

Ashley Lambert, FLMI, PCS, AFSI, AIAA, AIRC, ARA
Intermediate Contract Analyst
Contract Compliance - Retirement Plan Services
John Hancock Life Insurance Company (U.S.A.)
250 Bloor Street East, 12th Floor C28
Toronto, Ontario, Canada M4W 1E5
(416)852-6850 Fax: (416)852-7166
E-mail: Ashley_Lambert@JHancock.com

Company and Contact

Filing Contact Information

Nadia Petri, Senior Contract Analyst nadia_petri@jhancock.com
250 Bloor Street East 416-926-3071 [Phone]
Toronto, ON M4W 1E5 416-852-7166 [FAX]

Filing Company Information

John Hancock Life Insurance Company CoCode: 65838 State of Domicile: Michigan
(U.S.A.)
200 Bloor Street East Group Code: -99 Company Type: Lead Company
Toronto, ON M4W 1E5 Group Name: State ID Number:
(800) 333-0963 ext. [Phone] FEIN Number: 01-0233346

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$100.00	07/08/2011	49570845

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/13/2011	07/13/2011

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Disposition

Disposition Date: 07/13/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Forms Use Summary		Yes
Supporting Document	Memorandum of Variable Material		Yes
Form	GROUP ANNUITY CONTRACT		Yes
Form	GROUP ANNUITY CONTRACT APPLICATION		Yes

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GAC1200(PC)(0711)	Policy/Contract/Fratern al Certificate	GROUP ANNUITY CONTRACT	Initial		GAC1200(PC)(0711).pdf
	PC1800(0711)	Application/Enrollment Form	GROUP ANNUITY CONTRACT APPLICATION	Initial		PC1800(AR)(0711).pdf



Group Annuity Contract
John Hancock Life Insurance Company (U.S.A.)
A Stock Company
601 Congress Street, Boston, MA, U.S.A., 02210
1-800-333-0963

CONTRACTHOLDER

[01] [THE TRUSTEES OF ABC COMPANY PENSION PLAN]

CONTRACT NUMBER

[02] [00000]

CONTRACT EFFECTIVE DATE AND SITUS

[03] [January 1, 2006] at 12:01 a.m. local time at the Contractholder's address. This Contract is delivered in [03a][state] and is subject to its laws.

INVESTMENT OPTIONS AVAILABLE

[04] [Guaranteed Interest Accounts are as described in the Guaranteed Interest Accounts Rider.

THE VALUE OF INVESTMENTS IN THE COMPANY'S GUARANTEED INTEREST ACCOUNTS WILL VARY BASED ON THE MARKET VALUE ADJUSTMENT FORMULA IN THIS CONTRACT. INFORMATION PERTAINING TO THE MARKET VALUE ADJUSTMENT FOR THESE GUARANTEED INTEREST ACCOUNTS CAN BE FOUND IN THE GUARANTEED INTEREST ACCOUNTS RIDER OF THIS CONTRACT.]

Sub-accounts are as described on the Separate Account Rider that is attached to and forms part of this Contract. The Separate Account Rider is available only in conjunction with the Lifetime Income Benefit Rider.

THE VALUE OF INVESTMENTS IN THE COMPANY'S SUB-ACCOUNTS WILL INCREASE OR DECREASE TO REFLECT THE INVESTMENT EXPERIENCE OF THE SUB-ACCOUNTS. THE COMPANY DOES NOT GUARANTEE THESE VALUES. INFORMATION PERTAINING TO THESE SUB-ACCOUNTS CAN BE FOUND IN THE APPROPRIATE SEPARATE ACCOUNT RIDERS ATTACHED TO THIS CONTRACT.

PLAN

In this Contract, "Plan" means [05][ABC COMPANY PENSION PLAN] as at the effective date of the Contract and any later amendments to such Plan.

PLAN SPONSOR

In this Contract, "Plan Sponsor" means [06][ABC COMPANY].

PRODUCT DESCRIPTION

This is an Unallocated Non-Participating Group Annuity Contract.

DATE OF ISSUE

[07] [January 1, 2006]

ISSUER

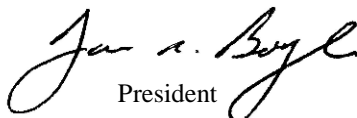
John Hancock Life Insurance Company (U.S.A.) (herein referred to as "we", "us" or "the Company") agrees to accept Contributions sent in by the Contractholder (herein referred to as "you") to invest those Contributions, and to provide services in accordance with the provisions and conditions of this Contract.

Manulife Financial is the trade name of The Manufacturers Life Insurance Company and its subsidiaries, which together form an international financial services organization. This contract is issued by John Hancock Life Insurance Company (U.S.A.), a wholly-owned subsidiary of The Manufacturers Life Insurance Company.

The provisions and conditions on the following pages are a part of the Contract.

This Contract is a legal contract between the Contractholder and the Company.

To present inquiries or obtain information about coverage and to provide assistance in resolving complaints, call 1-800-333-0963.


President

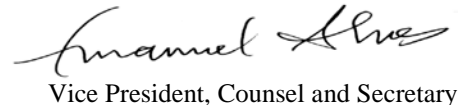

Vice President, Counsel and Secretary

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[03][GUARANTEED INTEREST ACCOUNTS RIDER]	

1. DEFINITIONS

In this Contract, unless the context indicates otherwise:

“Assets” mean the total value of all accounts under this Contract.

[01][**“Book Value”** means the value of a guaranteed interest account equal to the aggregate of all contributions made to the account plus interest earned on those contributions less all asset charges, fees and any previous withdrawals.]

“Contribution” means any amount you pay to us for investment in the Investment Options selected under this Contract. Such amount will include transfer and recurring Contributions unless otherwise specified in the Contract.

“Contract” means the Group Annuity Contract Application, the Group Annuity Contract and all applicable riders, which together form the entire Contract.

“Contract Year” means the twelve month period beginning on the Contract’s effective date or on a Contract anniversary, and ending on the day before the next Contract anniversary.

[02][**“Guaranteed Interest Accounts”** mean the Investment Options in which contributions can be accumulated with interest in the Company’s general funds.]

“Investment Options” means those investment options under the Contract to which Contributions may be invested.

“Market Day” means the hours of a day during which the New York Stock Exchange is open for trading.

“Market Value” when used in reference to a Sub-account means the value of an investment on a Valuation Date. It is computed by using closing prices, on nationally recognized stock exchanges or over-the-counter markets where no formal exchange exists, on that date to the extent possible. Where the investment is in shares of a mutual fund, trust or portfolio thereof, it is computed by using the net asset value per share provided by that mutual fund, trust or portfolio thereof on that date. [03][When used in reference to a guaranteed interest account, “Market Value” means the value of an investment according to the formula specified in the Guaranteed Interest Accounts Rider.]

“Participant” means a person covered under the Plan.

“Reporting Year” means a twelve month period ending on the date specified by the Contractholder as Reporting Year end. The initial Reporting Year may be less than twelve months.

“Separate Account” means an account which is segregated from the general funds of the Company. Any income, gains or losses whether realized or unrealized, from assets in a Separate Account will be credited to or charged against said account without regard to the other income, gains or losses of the Company. Assets allocated to a Separate Account shall not be chargeable with liabilities arising out of any other business the Company may conduct. The Company owns the assets held in the Separate Accounts and is not a Trustee as to such amounts.

“Sub-Accounts” mean the Investment Options available under the Separate Accounts of the Company.

“Valuation Date” means a Market Day on which the Company will value the Sub-Accounts.

2. CURRENCY

All amounts to be paid either to or by the Company will be paid in United States dollars.

3. CONTRIBUTIONS AND ACCOUNTS

Contributions remitted to this Contract must be for the exclusive benefit of Participants covered under the terms of the Plan.

Contributions remitted to this Contract may be invested only in the Investment Options selected by the Contractholder. The provisions applicable to the Investment Options available under this Contract are found in the [01][Guaranteed Interest Accounts Rider,] Lifetime Income Benefit Rider and Separate Account Rider attached to this Contract.

Contributions will be deemed received in accordance with Section **8**, Financial Transaction Processing.

Contributions will not be subject to any investment gains or losses under this Contract prior to the date they are deemed received for investment purposes.

The Company may refuse future Contributions to certain or all Investment Options under this Contract, subject to the provisions of Section 4, Notice of Change.

Only transfers that are permitted as eligible transfers by the Plan covered under this Contract will be accepted by the Company.

4. NOTICE OF CHANGE

Subject to the provisions included below, we may, from time to time, propose to:

- i) add to, remove, merge and/or substitute the Investment Options offered under the Contract,
- ii) increase the fees or charges under this Contract, or
- iii) make any other changes with respect to this Contract.

If any such proposed change is made, we will provide at least [02][60 days] advance written notice to you. Such notice will provide the following information:

- i) a description of the change and the reason for the change,
- ii) any resulting change in fees or charges,
- iii) the effective date of the change,

and such other information as may reasonably be required or requested by you to help you decide whether to accept or reject the change as part of your fiduciary responsibility to the Plan. Such notification may be provided in writing or, if applicable, via a mutually agreed upon electronic medium.

Your failure to object within a reasonable period, as specified in the notice, to any changes proposed by us will be treated as your consent to those changes. In the event that you object to the changes, you may terminate the Contract without penalty, (other than amounts charged to allow recoupment of the start-up costs of the Contract), as that term is interpreted in accordance with Section 408(b)(2) and Reg. Section 2550.408b-2(c) of ERISA. The effective date of the termination will be a date mutually agreed to by you and us, provided that such date allows a reasonable period for you to locate another service provider in place of the Company. This paragraph is intended to be interpreted in a manner that is consistent with the Department of Labor Advisory Opinion 97-16A.

5. FEES

Fees deducted are as described within the Lifetime Income Benefit Rider and applicable Separate Account Rider.

6. INTER-ACCOUNT TRANSFERS

The transfer of Contributions between Sub-Accounts will be permitted, subject to any restrictions specified in this Contract , in our administrative guidelines and the Lifetime Income Benefit Rider.

The Company must receive written direction specifying the amount to be transferred, the Sub-Accounts involved and the type of transfer. The Company will also accept direction by any other means agreed to by the Contractholder and the Company.

An underlying mutual fund, trust or portfolio of a Sub-Account may impose redemption or other fees with respect to certain transfers. Any such fee so imposed will be deducted from the applicable Participant's account balance.

We will defer the transfer privilege at any time that we are unable to purchase or redeem shares of the underlying mutual fund, trust or portfolio of the Sub-Account under the Contract until such time as we are able to process the transfer.

[01][No transfers will be permitted between Guaranteed Interest Accounts. Inter-account transfers from Guaranteed Interest Accounts to Sub-accounts will be permitted only in accordance with the rules stated in the Guaranteed Interest Accounts Rider attached to this Contract.]

Inter-account transfers will be processed in accordance with Section 8, Financial Transaction Processing.

This Contract is not designed for entities or persons engaging in short-term investing since such activity may increase Investment Option transaction costs and be disruptive to the management of the Investment Options under the Contract. If the underlying mutual fund, trust, portfolio, or the Company (in accordance with our short term trading policy detailed in our administrative guidelines), determines that any transfer disrupts or may potentially disrupt the management of an Investment Option or increase Investment Option transaction costs ("disruptive short term trading"), and that, in the interest of the mutual fund, trust, portfolio or Sub-Account, trading restrictions should be imposed, such restrictions will be imposed, which include, but are not limited to:

- restricting the number of transfers made during a defined period;
- restricting the dollar amount of transfers;
- restricting the method used to submit transfers; and,
- restricting transfers into and out of certain Investment Options.

While we seek to identify and prevent disruptive short term trading, it is not always possible to do so. Therefore, no assurance can be given that we will successfully impose restrictions on all disruptive short term trading. The Company's current restrictions are detailed in the administrative guidelines that have been provided to you. The administrative guidelines are also available on the Company's Internet site, or may be requested at any time from the Company.

7. WITHDRAWALS

The types of withdrawals allowed under this Contract are as follows:

- 1) severance from employment or termination of employment, as applicable, as defined by the Internal Revenue Service;
- 2) retirement (as defined in the Plan);
- 3) disability;
- 4) death;

[01][5] financial hardship;]

[02][6] return of excess amounts;]

[03][7] required minimum distribution;]

- 8) withdrawals permitted under Section 414(w)(2) of the Internal Revenue Code;
- 9) eligible rollover distributions (other than those enumerated above);
- 10) withdrawals required by a court of competent jurisdiction or any federal or state regulatory agency;
- 11) Contract termination; [and]

[04][12] pre-retirement distribution as permitted by the Plan [.][:][and]]

[05][13] employee voluntary Contribution[.][: and]]

[06][14)] periodic withdrawals in accordance with the specifications provided in the Lifetime Income Benefit Rider.

Withdrawals are allowed under this Contract only if they are permitted under your Plan. The Company will not be responsible for determining if withdrawals are permitted under the Plan. Withdrawals will be distributed or applied in accordance with your instructions, subject to the terms of the Contract and the Lifetime Income Benefit Rider.

[07][Withdrawals from Guaranteed Interest Accounts will be made at Book Value, lesser of Book or Market Value, or Market Value depending on the withdrawal type, as listed below. A withdrawal will be on a “last-in, first-out” basis. The amount paid by the Company will be the amount requested to be withdrawn. If there is insufficient money to cover the withdrawal amount requested, and any adjustment applicable to the transaction, from the accounts within the money type selected, the withdrawal will not be processed.

- [07a] • Withdrawal types [1-7] will be made at Book Value.
- [07b] • Withdrawal types [8-11] will be made at the lesser of Book or Market Value.
- [07c] • [Withdrawal type[s] [12] [and 13] will be made at Market Value.]
- [07d] • Withdrawal type [14] will be made in accordance with the provisions in the Lifetime Income Benefit Rider.
- Withdrawals allowed for reasons other than those specifically itemized above in the Withdrawals section will be made at the lesser of Book or Market Value.]

Withdrawals will be processed in accordance with Section 8, Financial Transaction Processing. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

Withdrawal types other than [08][11)] Contract termination, will be applied in accordance with one or a combination of the following as directed by you:

- a) as a payment to buy an annuity from the Company, or from any other source;
- b) as a payment to the Participant;
- c) as a payment to a deceased Participant's beneficiary or estate; or
- d) as a payment to Plan trustees.

Withdrawal type [08][11)] Contract termination, will be processed in accordance with Section [09][22], Termination of the Contract.

For the purposes of this section "payment" means a single premium, a lump sum, a withdrawal pursuant to the Lifetime Income Benefit Rider, or any other form of payment offered by the Company at the time of the withdrawal.

We may request any additional information we deem necessary to process a withdrawal and we may audit Plan records and any other relevant materials to verify the basis of any withdrawals.

8. FINANCIAL TRANSACTION PROCESSING

Under this Contract, financial transactions include Contributions, withdrawals, and inter-account transfers.

The effective date of receipt of Contributions will depend upon the time money is received by the Company, and in what form it is received. In addition to the above, the effective date of allocation of Contributions will also be dependent upon receipt of information pursuant to Section 3, Contributions and Accounts. Except as otherwise provided under an [Investment Options](#) description, withdrawals and Inter-account Transfers will be processed only on a Valuation Date. All financial transactions will be processed and take effect in accordance with our administrative guidelines unless otherwise specified in this Contract.

9. NO ASSIGNMENT

The rights of a Participant in any fixed annuity issued under this Contract cannot be assigned, alienated, encumbered or pledged as collateral for a loan except as required by law.

10. LIMITATION ON PAYMENTS

We will not make any payments to a person other than the Contractholder except:

- a) as otherwise provided in this Contract; or
- b) any payment agreed upon by you and the Company.

11. FORM OF FIXED ANNUITY

The forms of fixed annuity available under this Contract are:

- a) **A life annuity:** a fixed monthly annuity payable until the first day of the month in which the Participant dies.
- b) **A life and 5 years certain annuity:** a fixed monthly annuity payable for at least five years, and after that until the first day of the month in which the Participant dies.
- c) **A life and 10 years certain annuity:** a fixed monthly annuity payable for at least ten years, and after that until the first day of the month in which the Participant dies.
- d) **A life and 15 years certain annuity:** a fixed monthly annuity payable for at least fifteen years, and after that until the first day of the month in which the Participant dies.
- e) **A joint and 50% survivor annuity:** a fixed monthly annuity payable during the lifetime of the Participant, and reducing after the Participant's death to 50% and continuing to the surviving spouse until the first day of the month in which the spouse dies.
- f) **A joint and 100% survivor annuity:** a fixed monthly annuity payable during the lifetime of the Participant and continuing in the same amount to the surviving spouse until the first day of the month in which the spouse dies.
- g) **Any other form of fixed annuity being offered by the Company.**

Upon annuitization, the Company will issue to each annuitant, a certificate setting forth the benefit to which the annuitant is entitled.

The Company will not allow the purchase of a fixed annuity which provides for a guaranteed period longer than the Participant's life expectancy or the joint life expectancies of the Participant and the Participant's spouse.

The Company will not issue a fixed annuity if the amount available to buy such fixed annuity is less than the Company's current required minimum amount.

12. IMMEDIATE ANNUITY PURCHASE RATES

Attached to the Contract is a table of guaranteed immediate annuity purchase rates which are guaranteed for the duration of the Contract. The table will show rates for an annuitant aged 55 to 70 for the forms of fixed annuity described above. The rates for joint and survivor annuities assume that the age of the joint annuitant's spouse is the same as that of the annuitant. If the age of the annuitant or joint annuitant is not one of those set out above, or if another form of annuity is chosen, we will quote the purchase rate determined on the same basis, on request.

The guaranteed immediate annuity purchase rates on the attached table show the cost in dollars per \$1.00 of monthly annuity income. The amount of each annuity payment will depend upon the calendar year payments begin and the age of the Annuitant and the Co-Annuitant, if any, or other payee. The actual age is determined based on the actual age nearest birthday at the time the first monthly annuity is due.

The dollar amount of annuity payment for any calendar year payment begins, age or combination of ages not shown, for any other form of annuity option agreed to by us, or for payments made on a less frequent basis (quarterly, semi-annual or annual) will be quoted on request.

The Company will also establish a more current table of immediate annuity purchase rates which may be used when an immediate annuity is purchased under the terms of the Contract. These rates will be subject to change at any time and will only be used if they are more favorable than the guaranteed rates applicable to the Contract. [01][If these rates are used, the applicable state premium tax must be paid at the time a fixed annuity is purchased.]

13. DATA REQUIRED

You will provide the Company with all information which we may require in order to carry out the provisions of this Contract including but not limited to:

- a) certificates of birth;
- b) certificates of death;
- c) inheritance tax consent;
- d) proof that an annuitant is alive when a fixed annuity payment is due;
- e) proof of benefit payment; and
- f) any other data we may reasonably require.

14. INCORRECT INFORMATION GIVEN TO THE COMPANY

If an error in the amount or dates of payment of a fixed annuity purchased under this Contract is caused by false or incomplete information given to us, the fixed annuity that may be paid will be determined on the basis of the true facts.

If as a result of an error we overpay a fixed annuity, we will recover the excess from future fixed annuity payments.

If we underpay a fixed annuity, we will pay the amount owing to the person entitled to it.

15. CONTRACT

This Contract supersedes all representations, discussions and negotiations leading up to the execution and issuance of the Contract.

Subject to Section 4, Notice of Change, this Contract may be changed by rider, endorsement or amendment. Such written agreement must be signed for the Company by the President or a Vice-President. Such change of the Contract will not require the consent of any Participant or beneficiary.

Only the President or a Vice-President of the Company has power to change, modify or waive the provisions of this Contract on our behalf. Any such change, modification or waiver may only be made in writing. We will not be bound by any promise or representation made at any time by any other person.

The Company reserves the right to amend or change any or all of the provisions of this Contract, by written notice to you, to the extent necessary to meet the requirements of any law or regulation issued by any governmental agency to which the Company or this Contract is subject. The Company does not assume the responsibility of the Contractholder, Plan Administrator, Plan Sponsor or any other Fiduciary of the Plan, nor is the Company providing any advice or representation regarding tax and/or legal matters.

16. INVESTMENT OPTIONS

All Investment Options available under this Contract are made available to all of our Contractholders. We make no representations that our Group Annuity Contract and/or any or our Investment Options are appropriate for any particular employer's plan or its participants.

17. NON-WAIVER OF CONTRACT PROVISIONS

If the Company fails to insist on compliance with any provision of this Contract at any given time or under any given circumstances, that failure will not be deemed to waive or change such provision in any way. Such provision will still be enforceable at another time or under other conditions. The Company can insist on compliance whether or not the circumstances are the same.

18. RELIANCE ON ACTION BY CONTRACTHOLDER

The Company will not be required to question any action of the Contractholder. The Company will not be responsible to see that any action of the Contractholder is authorized by the terms of the Plan, or any trust agreement or any other document executed in connection with the Plan.

19. WRITTEN INSTRUCTIONS

The Company will act only upon written instructions from the Contractholder or by any other means as agreed upon by the Contractholder and the Company. The Company will be fully discharged from any and all liabilities for any amount paid to the Contractholder or paid in accordance with the directions of the Contractholder or for any change made or action taken upon such direction. The Company will not be obliged to see that money so paid by it to the Contractholder or any person will be properly distributed or applied.

20. OWNERSHIP

All rights of ownership in this Contract will vest in and be exercised by the Contractholder. Participants will have no rights of ownership in this Contract other than as expressly provided under any fixed annuity issued in accordance with Section 1.1, Form of Fixed Annuity.

[01][21. FORCE MAJEURE

The Company will not incur any additional liability where the performance or prompt performance of any obligation under this Contract is prevented by "force majeure". This includes war or threat of war, civil disturbance, industrial dispute, terrorist activity or threat thereof, natural disaster, fire, or adverse weather conditions and problems of a similar nature beyond the Company's control.]

[02][22].TERMINATION OF THE CONTRACT

The Contractholder may terminate this Contract by requesting a withdrawal of the balance of all Investment Options further provided that, if at the time of termination of the Contract, the Lifetime Income Benefit Rider is in force, termination of the Contract will be processed subject to the provisions in the Lifetime Income Benefit Rider.

The Company may also terminate this Contract if:

- a) the Plan Sponsor becomes insolvent, enters into suspension of payments, moratorium, reorganization or bankruptcy, admits in writing its inability to pay debts as they mature, suffers, or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any other judicial or administrative proceeding related to insolvency or protection of creditors' rights;
- b) we receive evidence or otherwise acquire knowledge that the Plan has failed to qualify or remain qualified under Section 401(a) of the Internal Revenue Code.

After applying a discontinuance charge, and if applicable, any other charges to this Contract, the Company will distribute , subject to the provisions in the Lifetime Income Benefit Rider, the remaining Assets in accordance with the following:

1. Sub-account assets will be at Market Value .

[03][2. Guaranteed Interest Account assets at your election will be:

- a) an amount equal to the lesser of the Book or Market Value of the Guaranteed Interest Accounts; or
- b) annually, the total amount that becomes available for reinvestment from the Guaranteed Interest Accounts until all such monies are exhausted.]

While Assets remain with the Company, they will be subject to all charges and fees outlined in the schedules and riders which are part of this Contract.

If the actions of the Contractholder violate one or more provisions of this Contract, or are such that the Company cannot fulfill its obligations under the Contract, or the Contract is being utilized by the Contractholder in a manner other than its intended purpose, the Company will have the right to immediately terminate the Contract and apply any applicable charges or adjustments up to the date of such termination.

If the Contract is terminated by either the Contractholder or the Company, the Company will apply all applicable fees and adjustments up to the date of termination. Subject to the provisions of the Investment Options and riders, the Company will distribute all remaining amounts under this Contract directly to the Contractholder. Such amounts will be consolidated into one check made payable to the Trustee, unless otherwise requested by the Contractholder and agreed to by the Company, including any applicable costs. The Company may receive and retain earnings on checks issued but not cashed, and incomplete wire transfers.

SERVICE SCHEDULE

In consideration of all the fees and other compensation directly or indirectly received in connection with this Contract, the Company agrees to perform certain administrative and recordkeeping services relating to the Contract, for the Contractholder, in addition to providing the investment and distribution options contained herein.

These services include, but are not limited to, the following:

- Recordkeeping of Contributions.
- Confirmation statements showing enrollments, Contributions, allocations, withdrawals and inter-account transfers processed.
- Quarterly, semi-annual, and/or annual statements showing Contributions and withdrawals processed and interest credited.
- Website services.
- Transmission of purchase and redemption orders in accordance with investment instructions received.
- Toll free phone access.
- Customer service, audit package, annual contract review, enrollment materials-kits, investment monitoring tools, distribution processing and applicable tax withholding and reporting.
- Upon request, at retirement:
 - illustrations of fixed annuity options available from the Company
 - election of fixed annuity
 - payment of fixed annuity
 - certificate for retired participant.
- At Contract transfer or termination:
 - transfer or payment of Contract assets
 - final accounting statement.

By performing these services, the Company does not assume any fiduciary responsibility of the Contractholder, Plan Administrator, Plan Sponsor or any other Fiduciary of the Plan, or any responsibility to provide distribution notices of any type to participants.



Group Annuity Contract Application

John Hancock Life Insurance Company (U.S.A.)

A Stock Company

Available *ONLY* to Plans Qualified under Section 401(a) of the Internal Revenue Code

SECTION A - APPLICANT

1. Name	Plan Name The Trustees of		Plan
2. Trustee's Address	Street No. and Name		Suite No.
	City	State	Zip Code

SECTION B - CONTRACT EFFECTIVE DATE

Date on which the first contribution and allocation instructions are received by John Hancock Life Insurance Company (U.S.A.) (hereafter referred to as John Hancock USA).

SECTION C - PLAN INFORMATION

1. Name of Plan Sponsor	Employer	
2. Employer's Address	Street No. and Name	Suite No.
	City	State

3. Type of Organization Sponsoring Plan:

☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Other

➤ If the above Organization is a government entity, please also select appropriate option below:

☐ State ☐ Political Subdivision of a State, including a Municipality ☐ Agency or Instrumentality of a State or Political Subdivision State, including a Municipality

4. Type of Qualified 401(a) Plan	<input type="checkbox"/> Profit Sharing/401(k) Standard	<input type="checkbox"/> Profit Sharing/401(k) SIMPLE	<input type="checkbox"/> Profit Sharing/Safe Harbor 401(k)6
	<input type="checkbox"/> Profit Sharing (excluding 401(k))	<input type="checkbox"/> Money Purchase	<input type="checkbox"/> Other <input type="text"/>
	<input type="checkbox"/> Defined Benefit		

SECTION D - SPECIFICATIONS

1. Estimated Annual Recurring Contributions	\$ <input type="text"/>
2. Estimated amount of first year external transfer contributions	\$ <input type="text"/>
3. The external transfer contribution will be: (check one if applicable)	<input type="checkbox"/> Contributed in one lump sum at Contract inception <input type="checkbox"/> Contributed in installments
	<input type="text"/> Specify timing and amounts

[01] [NOTICE: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

SECTION E - AUTHORIZATION

The Trustee authorizes John Hancock USA to accept written financial and administrative direction from the persons specified below. The Trustee also authorizes John Hancock USA to provide Plan information to the persons specified below.

Print Name – First	Last	Title	Signature
Print Name – First	Last	Title	Signature

SECTION F - APPLICANT'S STATEMENT

I, the Trustee, apply for the **John Hancock USA** Group Annuity Contract and agree to accept the terms and conditions of the Contract. I understand that John Hancock USA is responsible for providing only the services set forth under this Contract. I also understand that John Hancock USA is not responsible for providing any other services in connection with the Plan and that no person or firm is authorized to act as an agent of John Hancock USA in providing such services.

I agree to furnish John Hancock USA with any Plan information or documents that John Hancock USA may require in order to provide the services set forth under the Contract. I certify that the Plan is qualified under Section 401(a) of the Internal Revenue Code, and agree to notify John Hancock USA immediately if the Plan is no longer so qualified.

Signed at

City	State
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On

Day	Month	Year
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On Behalf of Contractholder by

Print Name – First	Last	Title	Signature
		Trustee	
Print Name – First	Last	Title	Signature
		Trustee	
Print Name – First	Last	Title	Signature
		Trustee	

Witness

Print Name – First	Last	Signature
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SERFF Tracking Number: MNLFF-127297439 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 49268
Company Tracking Number: MNLFF-127297439
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: PC Contract and Application
Project Name/Number: GAC1200(PC)(0711)/GAC1200(PC)(0711)

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Not Applicable		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Please see Forms Schedule Tab for the Application		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachment:		
Actuarial Memorandum - GAC1200(PC)(0711) et al.pdf		

	Item Status:	Status Date:
Satisfied - Item: Forms Use Summary		
Comments:		
Attachment:		
AR - Forms Use Summary.pdf		

	Item Status:	Status Date:
Satisfied - Item: Memorandum of Variable Material		
Comments:		
Attachment:		

SERFF Tracking Number: MNLF-127297439 *State:* Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) *State Tracking Number:* 49268
Company Tracking Number: MNLF-127297439
TOI: A02.1G Group Annuities - Deferred Non- *Sub-TOI:* A02.1G.002 Flexible Premium
Variable and Variable
Product Name: PC Contract and Application
Project Name/Number: GAC1200(PC)(0711)/GAC1200(PC)(0711)

State Specific Memorandum of Variable Language for Form GAC1200(PC)(0711).pdf

FORMS USE SUMMARY - ARKANSAS

The following rider(s) is/are intended for use with the forms listed below:

FORM NAME

Group Annuity Contract
Group Annuity Application

NEW FORM NUMBER

GAC1200(PC)(0711)
PC1800(0711)

Approved Group Annuity Form Names and Form Numbers

<u>NAME</u>	<u>EFFECTIVE DATE</u>	<u>FORM NUMBERS</u>	<u>APPROVAL DATE</u>
Separate Account C Rider	May 8, 2011	GP1068.7	February 17, 2011
Lifetime Income Benefit Rider	January 1, 2010	GP1067.2	October 7, 2009
Guaranteed Interest Accounts Rider	November 15, 2006	GP1066	September 20, 2006
Guaranteed Immediate Annuity Purchase Rates Table	March 21, 2011	GP1900.3	November 30, 2010

GUIDE TO ALTERNATE LANGUAGE USE FOR FORM GAC1200(PC)(0711)

All alternate language included in the submitted contract has been previously approved and no other language will be included. Determination of which alternate language is included in the issued contract will be based on direction from the Contractholder. All amounts shown in square brackets represent the maximum or minimum that would be used in issuing contracts. If these amounts are to be exceeded, we will refile the new maximum with the DOI for approval prior to such amount being used.

<u>Page Number</u>		<u>Description</u>
GAC1200(PC)(0711)-1	[01][02][03][03a] [05][06][07]	- bracketed areas are contract specific and will be filled appropriate to the contract information provided by the client.
	[04]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
<hr/>		
GAC1200(PC)(0711)-2	[01]	- include only if Force Majeure is applicable to the contract. However, it will be applicable based on the State. The text is not variable. The text is in brackets to show that is included or excluded.
	[02]	- section number will be either 22, if Force Majeure section is included, or 21 if it is not included.
	[03]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
<hr/>		
GAC1200(PC)(0711)-3	[01][02][03]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
<hr/>		
GAC1200(PC)(0711)-4	[01]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[02]	- minimum number of days in which an advance written notice of change will be provided.
<hr/>		
GAC1200(PC)(0711)-5	[01]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
<hr/>		
GAC1200(PC)(0711)-6/7	[01]	- include only when financial hardship withdrawals apply. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[02]	- include only when withdrawals for return of excess amounts apply. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
	[03]	- include only when withdrawals for required minimum distributions apply. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

- [04] - include only when pre-retirement distributions are permitted by the Plan. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
- [05] - include only when withdrawals for employee voluntary contributions apply. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
- [06] -The text is not variable. The section number is in brackets to show that it is variable as appropriate depending on the number of withdrawals applicable to the contract.
- [07] - include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.
- [07a][07b][07c] -include only when the Guaranteed Interest Accounts have been selected and the specific withdrawal types are included in the Contract. Numbers as appropriate to applicable withdrawals.
- [07d] -The text is not variable. The section number is in brackets to show that it is variable as appropriate depending on the number of withdrawals applicable to the contract.
- [08] - include number as appropriate depending on withdrawals applicable to the contract.
- [09] - section number will be either 22, if Force Majeure section is included, or 21 if it is not included.

GAC1200(PC)(0711)-8	[01]	- include only when state premium tax is applicable. The text is not variable. The text is in brackets to show that is included or excluded.
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GAC1200(PC)(0711)-10	[01]	- include only when Force Majeure is applicable to the contract. However, it will be applicable based on the State. The text is not variable. The text is in brackets to show that is included or excluded.
	[02]	- section number will be either 22, if Force Majeure section is included, or 21 if it is not included.
	[03]	- include only when the Guaranteed Interest Accounts are selected. The text is not variable. The text is in brackets to show that is included or excluded depending on whether the contractholder selected this feature.

PC1800(0711)	[01]	- always included. The text is in brackets to show that it is variable based on the most current State specific language requirements.
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